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5 **UNITED STATES DISTRICT COURT**
6 **DISTRICT OF NEVADA**

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8 JOSEPH VALDEZ, individually and
9 on behalf of all others similarly situated,)

10 Plaintiffs,)

11 vs.)

12 COX COMMUNICATIONS OF LAS
13 VEGAS, INC., VIDEO INTERNET
14 PHONE INSTALLS, INC., QUALITY
COMMUNICATIONS, INC., SIERRA
COMMUNICATIONS, CO.,)

15 Defendants.)
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2:09-CV-01797-PMP-RJJ

ORDER

17 On September 30, 2011, Defendant Quality Communications, Inc. filed a
18 Notice of Quality Communications, Inc.'s Second Offer of Judgment and Valdez's
19 Acceptance (Doc. #272). Quality's Second Offer of Judgment fully settled the
20 individual claims of Plaintiff Joseph Valdez against Quality for unpaid overtime and
21 liquidated damages in the total sum of \$10,000 plus costs and reasonable attorney's
22 fees accrued on his individual claim only against Quality Communications, Inc. as
23 of September 20, 2011, to be determined by the Court.

24 On October 14, 2011, the Clerk of Court filed a Third Amended Consent
25 Judgment in favor of Joseph Valdez and against Quality Communications, Inc.
26 reflecting the above settlement (Doc. #284).

1 On October 31, 2011, Plaintiff filed a Motion to Set Aside Clerk's
2 Judgment (Doc. #292). On November 4, 2011, Plaintiff filed a Motion for Award of
3 Attorney's Fees and Costs against Defendant Quality Communications, Inc. (Doc.
4 #295). On December 5, 2011, Defendant Quality Communications, Inc. filed its
5 Response in Opposition to Plaintiff's Motion to Void Judgment or Alternatively for
6 Sanctions (Doc. #309). Included in that Response were Defendant Quality
7 Communications, Inc.'s Countermotions to Enforce Rule 68 Judgment (Doc. #311)
8 and for Sanctions (Doc. #312).

9 Having read and considered the foregoing fully briefed Motions,

10 **IT IS HEREBY ORDERED that:**

- 11 1. Plaintiff's Motion to Void Judgment Against Defendant Quality
12 Communications, or Alternatively for Sanctions (Doc. #292) is
13 **DENIED.**
- 14 2. To the extent Plaintiff's Motion to Turnover Funds (Doc. #292)
15 seeks payment of \$10,000.00 plus interest accruing from September
16 30, 2011, in accord with the Third Amended Consent Judgment, said
17 Motion is **GRANTED**. Said sums shall be paid by Quality
18 Communications, Inc. to Plaintiff within **fourteen (14) days** of the
19 date of this Order.
- 20 3. Plaintiff's Motion for An Award of Attorney's Fees and Costs (Doc.
21 #295) is **GRANTED** to the extent that Defendant Quality
22 Communications, Inc., shall pay to Plaintiff the sum of \$50,301.56
23 as and for attorney's fees and costs in the sum of \$2728.60, said
24 sums to be paid by Quality Communications, Inc. to Plaintiff
25 withing **fourteen (14) days** of the date of this Order.

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5. Defendant Quality Communications's Motion for Sanctions Pursuant to 28 U.S.C. §1927 (Doc. #312) is **DENIED**.

DATED: April 9, 2012.

PHILIP M. PRO
United States District Judge